

BEFORE THE OHIO ENVIRONMENTAL REVIEW APPEALS COMMISSION

STATE OF OHIO

SIERRA CLUB, et al.	:	
Appellants,	:	
v.	:	Case Nos. ERAC 19-6988
CRAIG BUTLER, DIRECTOR OF	:	Case Nos. ERAC 19-6989
ENVIRONMENTAL PROTECTION	:	Case Nos. ERAC 19-6990
and	:	Case Nos. ERAC 19-6991
PTTGC America, LLC,	:	
Appellees.	:	

**MOTION TO VOLUNTARILY DISMISS
APPELLANTS SIERRA CLUB, EARTHWORKS, AND
FRESHWATER ACCOUNTABILITY PROJECT**

Pursuant to Ohio Adm. Code § 3746-5-30(A), all the remaining Appellants to this proceeding, Sierra Club, Earthworks and Freshwater Accountability Project, respectfully move the Commission for an Order voluntarily dismissing them, with prejudice, from the above-captioned appeal. The grounds for this Motion are that these Appellants have executed a settlement agreement with Appellee PTTGC America LLC regarding the issues raised in their Notice of Appeal. In support of this Motion, a copy of the settlement agreement is attached hereto.

Respectfully Submitted,

/s/Richard C. Sahli
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(234) 571-1973

COUNSEL FOR APPELLANTS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *MOTION FOR VOLUNTARY DISMISSAL OF APPELLANTS SIERRA CLUB, EARTHWORKS AND FRESHWATER ACCOUNTABILITY PROJECT* has been filed with the Commission's electronic filing system and sent by email on September 23, 2019 to:

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/s/Richard C. Sahli
Richard C. Sahli
Lead Counsel for Appellants

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into by and between PTTGC America, LLC ("PTTGCA") and Sierra Club, Earthworks, and Freshwater Accountability Project (collectively, the "Appellants"), (PTTGCA and the Appellants collectively referred to herein as the "Parties," and each as a "Party").

WHEREAS, PTTGCA applied to the Ohio Environmental Protection Agency ("OEPA") for an Air Pollution Permit-to-Install with respect to the construction and operation by PTTGCA of a petrochemical facility to be located in Belmont County, Ohio ("the Facility"); and

WHEREAS, on December 21, 2018, the OEPA issued to PTTGCA a Final Air Pollution Permit-to-Install, Permit No. P0124972 (the "Permit"); and

WHEREAS, on January 18, 2019, The Appellants filed a Notice of Appeal of the Permit ("Notice of Appeal") with the Ohio Environmental Review Appeals Commission ("ERAC"), and such appeal was assigned ERAC Case Nos. 19-6988, 19-6989, 19-6990 and 19-6991 (collectively, "the ERAC Appeal"); and

WHEREAS, PTTGCA disputes the assignments of error raised by the Appellants in their Notice of Appeal; and

WHEREAS, PTTGCA and the Appellants have agreed to resolve any and all issues between and among them relating to and/or arising from the issuance of the Permit, including but not limited to any and all issues raised or that could have been raised by Appellants in the ERAC Appeal;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PTTGCA and the Appellants hereby agree as follows:

1. **Recitals.** The recitals hereto are hereby incorporated into and made a part of this Agreement.

2. **Leak Detection and Repair (“LDAR”) Program.** PTTGCA will incorporate Optical Gas Imaging (“OGI”) in addition to traditional Method 21 monitoring in its LDAR program. PTTGCA agrees to design this OGI program to be consistent with the recommendations of the OGI camera manufacturer that it, in PTTGCA’s sole discretion, chooses to utilize. PTTGCA will use its best efforts to implement OGI wherever it is determined to provide additional safeguards to supplement the LDAR program, including the utilization of OGI to scan broader areas rapidly, monitor areas that are difficult to reach physically such as elevated components, and where it is best suited for faster identification and repair of leaks than the traditional Method 21 monitoring program. At its sole discretion, PTTGCA will determine specifically how, when and where OGI will be incorporated and implemented as part of its LDAR program as required by the Permit. PTTGCA commits to using OGI to help identify leaks monthly during plant initial startup and up to commercial operation; every two months during the first six months of commercial operation; annually after the first six months of commercial operation, and within a month of completion of the turnaround of EDU, HDPE and/or LLDPE/HDPE units as described in the Permit. PTTGCA also commits to record, report and repair verified OGI leaks as part of PTTGCA’s LDAR program as required by the Permit and to post this data on PTTGCA’s website with public

access as provided in Paragraph 6 below. PTTGCA will not maintain videos of OGI monitoring.

3. **LDAR Stringency.** PTTGCA will design its LDAR program to include applicable requirements set forth in the Texas Commission on Environmental Quality (“TCEQ”) 28 LAER Program, a copy of which is attached hereto and incorporated into this Agreement as Exhibit A.

4. **LDAR Oversight.** PTTGCA will conduct an annual audit of its LDAR program that will provide the number of confirmed leaks detected and how quickly they were repaired. The findings of the audit report will be provided on PTTGCA’s website with public access. All information required to be posted by this paragraph will be maintained on PTTGCA’s website with public access for a minimum of six (6) months.

5. **Integration of Fire and Gas Detection System (“FGDS”) and Hot Work Permit Program into the Facility’s LDAR program.** PTTGCA commits to integrating its FGDS and Hot Work Permit Program into the Facility’s LDAR program so that verified leaks and resulting corrective actions from those programs will be recorded and reported consistent with applicable federal and Ohio rules governing LDAR, the applicable requirements of the TCEQ 28 LAER Program, and the Permit. Such records shall be posted on PTTGCA’s website with public access as provided in Paragraph 6 below. PTTGCA further commits that in its design and operation of its FGDS system, it shall incorporate permanent Open Path (line of sight) infrared (IR) and Point Type IR flammable gas detectors to continuously monitor hydrocarbon gases including methane, ethane, propane and ethylene. PTTGCA further commits that, in its design and operation of its FGDS system, the Lower Explosive Limit (LEL) analyzers in the system will produce an

alarm when levels of LEL are above 0% indicating the presence of combustible gas or vapor. PTTGCA further commits that, in its design and operation of the Hot Work Permit Program, it shall utilize detectors for VOC and toxic gas detections that will be capable of detecting natural gas, hydrogen, carbon monoxide, ammonia, benzene, ethylene and VOCs, with a detection range (depending on the specific gas) of 0-100% LEL, or .025-10,000 ppm.

6. **Website with Public Access.** Within 20 days of submission to OEPA, PTTGCA will post on the Facility's publicly accessible website all of the same information it submits to OEPA on the same frequency as specified under the reporting requirements of the Permit. All information required to be posted by this paragraph will be maintained on PTTGCA's website with public access for a minimum of six (6) months.

7. **On-Site Meteorological Station.** PTTGCA will install an on-site meteorological monitoring station in accordance with USEPA meteorological monitoring guidance. Parameters to be monitored will be wind speed, wind direction, temperature, humidity and pressure. The monitor will go on-line prior to the Facility commencing commercial operation. PTTGCA is not required make this on-site meteorological monitoring station a part of its Permit requirements nor to conduct additional air dispersion modeling unless said modeling is reasonably required by OEPA. PTTGCA will share with and allow OEPA the use of its collected on-site meteorological data upon receiving a reasonable request from OEPA as determined by PTTGCA in its sole discretion. PTTGCA also agrees to post on its publicly accessible web-site annually a summary of the previous year's collected meteorological data in substance and form as determined by PTTGCA in its sole discretion.

8. **Monitoring of Flare Destruction Efficiency.** PTTGCA will continuously monitor flow, heat content (via the use of calorimeters) and pilot flame. PTTGCA further agrees to maintain documents of such monitoring information in its possession for a minimum of three (3) years.

9. **Stack Testing.** PTTGCA will perform a second set of stack testing pursuant to the procedures currently required in the Permit on all the Facility's cracking furnaces and all the boilers within 24 months of the initial stack test, or within 180 days from the date of issuance of any Title V Operating Permit that OEPA may approve to implement the Permit, whichever comes first. PTTGCA further commits to providing the results of this second set of stack testing to OEPA.

10. **Authorizations.** PTTGCA and the Appellants represent and warrant to each other that all necessary authorizations and other actions have been taken such that execution, delivery, and performance of this Agreement and all other actions taken or to be taken in connection with this Agreement have been fully authorized.

11. **Commitments by PTTGCA.** In addition to the requirements set forth in the Permit, PTTGCA agrees to comply with the Commitments set forth in this Agreement. The Parties agree that these Commitments: (1) do not conflict with the Permit, and (2) do not require any modification or amendment of the Permit or require the approval of OEPA or any other regulatory agency.

12. **Dismissal of ERAC Appeal.** The Appellants agree to voluntarily dismiss with prejudice the ERAC Appeal within ten (10) days of the execution of this Agreement by the Parties.

13. **Releases.**

- A. **Release by The Appellants.** The Appellants, on behalf of themselves and their officers, directors, principals, successors and assigns, hereby release, acquit and forever discharge PTTGCA and their members, managers, partners, shareholders, officers, directors, employees, agents, successors and assigns, and past, present and future parents, related and subsidiary affiliated entities, associations, corporations, companies, firms, joint ventures, organizations, and partners from all claims related to the Permit, including all monetary claims, with the exception of the right to seek specific performance of the terms of this Agreement.
- B. **Release by PTTGCA.** PTTGCA, on behalf itself and its officers, directors, successors and assigns, hereby releases, acquits, and forever discharges the Appellants, and their officers, directors, principals, agents, successors, assigns, from all claims related to the Permit, including all monetary claims, with the exception of the right to seek specific performance of the terms of this Agreement.

14. **Covenant Not To Sue:**

- A. The Appellants covenant not to sue for any claims challenging the validity of the Permit or for any provision now contained in the Permit.
- B. The Appellants covenant not to sue PTTGCA for or appeal any “administrative modification” of the Permit, as defined in Ohio Administrative Code §3745-31-01(F).

- C. The Appellants covenant not to sue or appeal the Permit or any modification of the Permit that increases the Facility's Potential to Emit ("PTE") in an amount that is less than "significant" as defined in OAC 3745-31-01 (VVVV), provided the modification does not cause a violation of a National Ambient Air Quality Standard (NAAQS) and does not include a reduction in any monitoring requirement currently in the Permit. Further, this Covenant does not apply in the event that PTTGCA seeks multiple modifications resulting in increases that are less than "significant" increases in the Facility's PTE that, in combination, exceed the emissions rates deemed "significant" for PTE pursuant to OAC 3745-31-01 (VVVV) for any air contaminant and that OEPA determines should be aggregated pursuant to USEPA and OEPA guidance, including USEPA's November 2018 project aggregation reconsideration.
- D. PTTGCA agrees that, all applications filed by PTTGCA for any modification of the Permit, including for modifications for an increase in the Facility's PTE that is less than "significant" as defined in OAC 3745-31-01 (VVVV), shall be posted on PTTGCA's public access web-site within five (5) business days of the filing with OEPA.
- E. The Appellants agree not to sue based upon the validity of PTTGCA's Title V operating permit or appeal PTTGCA's Title V operating permit provided that the Title V operating permit does not reduce the monitoring requirements established in the Permit. Nothing in this

Covenant waives Appellants rights, if any, under the Clean Air Act to allege violations of the terms and conditions of the Permit or terms and conditions of the Title V operating permit.

- F. The Appellants agree not to provide any funds to any third party to commence lawsuits or appeals that the Appellants are prohibited from filing under this Agreement.
- G. The Appellants agree that they will not provide any testimony or public comment to any administrative body opposing the Permit or any modification of the Permit that Appellants are prohibited from appealing pursuant to the terms of this Agreement. This provision shall not affect in any way the rights of any individual member of any of the Appellants in their individual capacity to provide such testimony or comment.

15. Notice and Opportunity to Cure; Limitation on Remedies.

A. Notice and Opportunity to Cure.

If any Party believes that another Party is in material breach of this Agreement, that Party shall provide written notice to the Party alleged to be in breach within thirty (30) days after discovery of the alleged breach. Such written notice, to be effective, shall contain sufficient information and specificity to allow the alleged breaching Party to fully understand the breach being alleged and to determine what action would be needed, if any, to cure the alleged breach. The Party alleged to be in breach shall have thirty (30) days from receipt of any such notice to (1) provide notice in writing to the Party claiming a breach of its position with respect to the alleged breach, including if applicable an

explanation of the plan of action to cure the alleged breach, and (2) commence action to cure said alleged breach, if any. The Party alleged to be in breach shall not be in breach if such action to cure is commenced within thirty (30) days of notice of the alleged breach and proceeds thereafter with reasonable and appropriate diligence. Once action to cure the alleged breach is completed, the Party alleged to be in breach shall send notice in writing to the Party claiming breach that the alleged breach has been cured. The Party alleging the breach may not unreasonably refuse to accept a Party's cure of an alleged breach.

B. **Remedy if Party Fails to Undertake an Obligation under This Agreement.**

The Parties agree that specific performance is an appropriate remedy for enforcement of this Agreement. The Parties acknowledge and agree that specific performance is the only appropriate remedy for any breach of this Agreement, and under no circumstances shall monetary damages be allowed for any breach of this Agreement.

16. **Costs and Attorney's Fees.** The Parties each agree that this Agreement releases all claims for costs, expenses, and attorney's fees incurred in this Appeal.

17. **No Admission.** The Parties agree that this Agreement and its terms are not intended to be, and shall not be construed to be, an admission or acknowledgement of fault or liability on the part of any Party.

18. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of each Party and their respective beneficiaries, successors and assigns.

19. **Assignment.** PTTGCA may assign this Agreement to any entity or successor in interest that will serve as the owner or operator of, or will have a security interest in, the Facility without the prior approval of the Appellants.

20. **No Third Party Rights.** Except as specifically set forth herein, this Agreement shall not be deemed or construed in any way to result in the creation of any rights in any person or entity not a Party to this Agreement.

21. **Notices.** Any notice, report or demand required, permitted, or desired hereunder shall be in writing and delivered by hand, by overnight express service, or by registered or certified mail, return receipt requested, and shall be deemed to have been given when received by the person to whom it is directed at the following addresses:

As to PTTGCA:

Jack Payne
3040 Post Oak Blvd., Suite 400
Houston, TX 77056

Copy to:

Anthony J. Giuliani
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

As to The Appellants:

As to Sierra Club:

Aaron Isherwood
Phillip S. Berry Managing Attorney
Sierra Club
2101 Webster St., Suite 1300
Oakland, CA 94612

As to Freshwater Accountability Project:

Leatra Harper
P.O. Box 473
Grand Rapids, Ohio 43522

As to Earthworks:

Aaron Mintzes
1612 K St., NW, Ste. 904

Washington, DC 20006

22. **Voluntary Act.** The Parties agree that this Agreement was entered by them as their free and voluntary act, and that they enter into this Agreement knowingly and for the purpose of making a full and final adjustment and resolution of the matters set forth herein.

23. **Advice and Authority of Counsel.** The Parties each represent and warrant that in executing this Agreement, they have relied on legal advice from the attorney of their choice, that the terms of this Agreement and its consequences have been completely read and explained to them by their respective attorneys, and that they fully understand the terms of this Agreement.

24. **Authority to Execute This Agreement and Receive Consideration.** The Parties each represent and warrant that no other person or entity has claimed or now claims any interest in the subject matter of this Agreement, and that each of them has the sole right and exclusive authority to execute this Agreement and to receive the aforesaid consideration. The Parties each represent and warrant that they have not sold, assigned, hypothecated, pledged, subrogated, or otherwise set over to any other person or entity any claim, lien, demand, suit, right, action, proceeding, cause of action, obligation, damage, or liability covered hereby.

25. **Choice of Law.** This Agreement, and all matters relating hereto, shall be governed by and construed and enforced in accordance with the substantive laws of the State of Ohio without giving effect to the conflicts of law principles contained therein.

26. **Jurisdiction.** Any suit, action or proceeding by or against any of the parties arising out of, or with respect to, this Agreement or any judgment entered by any court in

respect thereof shall be brought exclusively in the courts of the State of Ohio, County of Franklin or County of Belmont, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Ohio, and each of the parties hereto accept the exclusive jurisdiction of those courts for the purpose of any suit, action or proceeding. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in the courts of the State of Ohio, Franklin County or Belmont County, or the U.S. District Court for the Southern District of Ohio and hereby further irrevocably waives any claim that any suit, action or proceedings brought in the courts of the State of Ohio, Franklin County or Belmont County, or in such District Court has been brought in an inconvenient forum.

27. **Entire Agreement.** It is understood and agreed that this Agreement constitutes the entire agreement and understanding between the parties hereto, and that this Agreement supersedes all prior agreements and understandings between the Parties hereto, both written and oral, with respect to its subject matter. The terms herein are contractual and not merely recital in nature.

28. **Amendments.** This Agreement may not be amended, supplemented or modified, except by written instrument duly executed by the Parties.

29. **Time of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

30. **Interpretation.** PTTGCA and the Appellants acknowledge that they and their respective Counsel have each had an opportunity to participate, and have participated

in the drafting of this Agreement, and they each agree that this Agreement shall be interpreted without reference to any principle which can operate in favor of or against a Party that drafts a written agreement.


31. **Headings**. The headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

32. **No Waiver**. No failure or delay on the part of PTTGCA or the Appellants in the exercise of any power or right hereunder shall operate as a waiver thereof. No single or partial exercise of any power or right hereunder shall operate as a waiver of such power or right or of any other power or right.

33. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

WHEREFORE, the parties enter into this Agreement on the dates stated below.

PTTGC AMERICA, LLC




Signature
Panod Awaigwond

Print Name
General Manager

Title
Sept 18, 2019

Date

SIERRA CLUB



Signature
Cheryl Johncox

Print Name
Organizing Representative

Title
9/19/19

Date

EARTHWORKS

B. C. Baizel
Signature

BRUCE C. BAIZEL
Print Name

Energy Program Director, Earthworks
Title

Sept. 20, 2019
Date

**FRESHWATER ACCOUNTABILITY
PROJECT**

Signature

Print Name

Title

Date

Leatra Harper
Signature

Leatra Harper
Print Name

Managing Director
Title

9/20/19
Date

**FRESHWATER ACCOUNTABILITY
PROJECT**

Signature

Print Name

Title

Date

Exhibit A

**Texas Commission on Environmental Quality
Air Permits Division**

New Source Review (NSR) Boilerplate Special Conditions

This information is maintained by the Chemical NSR Section and is subject to change. Last update was made September 2015. These special conditions represent current NSR boilerplate guidelines and are provided for informational purposes only. The special conditions for any permit or amendment are subject to change through TCEQ case-by-case evaluation procedures [30 TAC 116.111(a)]. Please contact the appropriate Chemical NSR Section management if there are questions related to the boilerplate guidelines.

Fugitives

28LAER Piping, Valves, Pumps, Agitators, and Compressors - Intensive Directed Maintenance - 28LAER

1. Except as may be provided for in the Special Conditions of this permit, the following requirements apply to the above-referenced equipment:
 - A. The requirements of paragraphs F and G shall not apply (1) where the VOC has an aggregate partial pressure or vapor pressure of less than 0.044 pounds per square inch, absolute (psia) at 68°F or (2) operating pressure is at least 5 kilopascals (0.725 psi) below ambient pressure. Equipment excluded from this condition shall be identified in a list or by one of the methods described below to be made readily available upon request.

The exempted components may be identified by one or more of the following methods:

 - (1) piping and instrumentation diagram (PID);
 - (2) a written or electronic database or electronic file;
 - (3) color coding;
 - (4) a form of weatherproof identification; or
 - (5) designation of exempted process unit boundaries.
 - B. Construction of new and reworked piping, valves, pump systems, and compressor systems shall conform to applicable American National Standards Institute (ANSI), American Petroleum Institute (API), American Society of Mechanical Engineers (ASME), or equivalent codes.
 - C. New and reworked underground process pipelines shall contain no buried valves such that fugitive emission monitoring is rendered impractical. New and reworked buried connectors shall be welded.
 - D. To the extent that good engineering practice will permit, new and reworked valves and piping connections shall be so located to be reasonably accessible for leak-checking during plant operation. Difficult-to-monitor and unsafe-to-monitor valves, as defined by Title 30 Texas Administrative Code Chapter 115 (30 TAC Chapter 115), shall be identified in a list to be made readily available upon

request. The difficult-to-monitor and unsafe-to-monitor valves may be identified by one or more of the methods described in subparagraph A above. If an unsafe to monitor component is not considered safe to monitor within a calendar year, then it shall be monitored as soon as possible during safe to monitor times. A difficult to monitor component for which quarterly monitoring is specified may instead be monitored annually.

- E. New and reworked piping connections shall be welded or flanged. Screwed connections are permissible only on piping smaller than two-inch diameter. Gas or hydraulic testing of the new and reworked piping connections at no less than operating pressure shall be performed prior to returning the components to service or they shall be monitored for leaks using an approved gas analyzer within 15 days of the components being returned to service. Adjustments shall be made as necessary to obtain leak-free performance.

Connectors shall be inspected by visual, audible, and/or olfactory means at least weekly by operating personnel walk-through. In addition, all connectors shall be monitored by leak-checking for fugitive emissions at least quarterly using an approved gas analyzer with a directed maintenance program in accordance with items F thru J of this special condition.

In lieu of the monitoring frequency specified above, connectors may be monitored on a semiannual basis if the percent of connectors leaking for two consecutive quarterly monitoring periods is less than 0.5 percent.

Connectors may be monitored on an annual basis if the percent of connectors leaking for two consecutive semiannual monitoring periods is less than 0.5 percent.

If the percent of connectors leaking for any semiannual or annual monitoring period is 0.5 percent or greater, the facility shall revert to quarterly monitoring until the facility again qualifies for the alternative monitoring schedules previously outlined in this paragraph.

The percent of connectors leaking used in paragraph B shall be determined using the following formula:

$$(Cl + Cs) \times 100 / Ct = Cp$$

Where:

- Cl = the number of connectors found leaking by the end of the monitoring period, either by Method 21 or sight, sound, and smell.
- Cs = the number of connectors for which repair has been delayed and are listed on the facility shutdown log.
- Ct = the total number of connectors in the facility subject to the monitoring requirements, as of the last day of the monitoring period, not including non-accessible and unsafe to monitor connectors.
- Cp = the percentage of leaking connectors for the monitoring period.

Each open-ended valve or line shall be equipped with an appropriately sized cap, blind flange, plug, or a second valve to seal the line. Except during sampling, both valves shall be closed. If the isolation of equipment for hot work or the removal of a component for repair or replacement results in an open ended line or valve, it is exempt from the requirement to install a cap, blind flange, plug, or second valve for 72 hours. If the repair or replacement is not completed within 72 hours, the permit holder must complete either of the following actions within that time period;

- (1) a cap, blind flange, plug, or second valve must be installed on the line or valve;
or
- (2) the open-ended valve or line shall be monitored once for leaks above background for a plant or unit turnaround lasting up to 45 days with an approved gas analyzer and the results recorded. For all other situations, the open-ended valve or line shall be monitored once by the end of the 72 hours period following the creation of the open ended line and monthly thereafter with an approved gas analyzer and the results recorded. For turnarounds and all other situations, leaks are indicated by readings of 500 ppmv and must be repaired within 24 hours or a cap, blind flange, plug, or second valve must be installed on the line or valve.

- F. Accessible valves shall be monitored by leak checking for fugitive emissions at least quarterly using an approved gas analyzer with a directed maintenance program. Non accessible valves shall be monitored by leak-checking for fugitive emissions at least annually using an approved gas analyzer with a directed maintenance program. Sealless/leakless valves (including, but not limited to, welded bonnet bellows and diaphragm valves) and relief valves equipped with a rupture disc upstream or venting to a control device are not required to be monitored. For valves equipped with rupture discs, a pressure-sensing device shall be installed between the relief valve and rupture disc to monitor disc integrity. All leaking discs shall be replaced at the earliest opportunity but no later than the next process shutdown. A check of the reading of the pressure-sensing device to verify disc integrity shall be performed at least quarterly and recorded in the unit log or equivalent. Pressure-sensing devices that are continuously monitored with alarms are exempt from recordkeeping requirements specified in this paragraph.

The gas analyzer shall conform to requirements listed in Method 21 of 40 CFR part 60, appendix A. The gas analyzer shall be calibrated with methane. In addition, the response factor of the instrument for a specific VOC of interest shall be determined and meet the requirements of Section 8 of Method 21. If a mixture of VOCs is being monitored, the response factor shall be calculated for the average composition of the process fluid. A calculated average is not required when all of the compounds in the mixture have a response factor less than 10 using methane. If a response factor less than 10 cannot be achieved using methane, then the instrument may be calibrated with one of the VOC to be measured or any other VOC so long as the instrument has a response factor of less than 10 for each of the VOC to be measured.

A directed maintenance program shall consist of the repair and maintenance of components assisted simultaneously by the use of an approved gas analyzer such that a minimum concentration of leaking VOC is obtained for each component being maintained. Replaced components shall be re-monitored within 15 days of being placed back into VOC service.

- G. All new and replacement pumps, compressors, and agitators shall be equipped with a shaft sealing system that prevents or detects emissions of VOC from the seal. These seal systems need not be monitored and may include (but are not limited to) dual pump seals with barrier fluid at higher pressure than process pressure, seals degassing to vent control systems kept in good working order, or seals equipped with an automatic seal failure detection and alarm system. Submerged pumps or sealless pumps (including, but not limited to, diaphragm, canned, or magnetic-driven pumps) may be used to satisfy the requirements of this condition and need not be monitored.

All other pump, compressor, and agitator seals shall be monitored with an approved gas analyzer at least quarterly.

- H. Damaged or leaking valves, connectors, compressor seals, pump seals, and agitator seals found to be emitting VOC in excess of 500 parts per million by volume (ppmv) or found by visual inspection to be leaking (e.g., dripping process fluids) shall be tagged and replaced or repaired. A first attempt to repair the leak must be made within 5 days. Records of the first attempt to repair shall be maintained. A leaking component shall be repaired as soon as practicable, but no later than 15 days after the leak is found. If the repair of a component would require a unit shutdown that would create more emissions than the repair would eliminate, the repair may be delayed until the next scheduled shutdown. All leaking components which cannot be repaired until a scheduled shutdown shall be identified for such repair by tagging. A listing of all components that qualify for delay of repair shall be maintained on a delay of repair list. The cumulative daily emissions from all components on the delay of repair list shall be estimated by multiplying by 24 the mass emission rate for each component calculated in accordance with the instructions in 30 TAC 115.782 (c)(1)(B)(i)(II). The calculations of the cumulative daily emissions from all components on the delay of repair list shall be updated within ten days of when the latest leaking component is added to the delay of repair list. When the cumulative daily emission rate of all components on the delay of repair list times the number of days until the next scheduled unit shutdown is equal to or exceeds the total emissions from a unit shutdown as calculated in accordance with 30 TAC 115.782 (c)(1)(B)(i)(I), the TCEQ Regional Manager and any local programs shall be notified and may require early unit shutdown or other appropriate action based on the number and severity of tagged leaks awaiting shutdown. This notification shall be made within 15 days of making this determination.
- I. Records of repairs shall include date of repairs, repair results, justification for delay of repairs, and corrective actions taken for all components. Records of instrument monitoring shall indicate dates, times, test methods, and instrument readings. The instrument monitoring record shall include the time that monitoring took place for

no less than 95% of the instrument readings recorded. Records of physical inspections shall be noted in the operator's log or equivalent.

- J. Compliance with the requirements of this condition does not assure compliance with requirements of 30 TAC Chapter 115, an applicable New Source Performance Standard (NSPS), or an applicable National Emission Standard for Hazardous Air Pollutants (NESHAPS), and does not constitute approval of alternative standards for these regulations.

- K. In lieu of the monitoring frequency specified in paragraph F, valves in gas and light liquid service may be monitored on a semiannual basis if the percent of valves leaking for two consecutive quarterly monitoring periods is less than 0.5 percent.

Valves in gas and light liquid service may be monitored on an annual basis if the percent of valves leaking for two consecutive semiannual monitoring periods is less than 0.5 percent.

If the percent of valves leaking for any semiannual or annual monitoring period is 0.5 percent or greater, the facility shall revert to quarterly monitoring until the facility again qualifies for the alternative monitoring schedules previously outlined in this paragraph.

- L. The percent of valves leaking used in paragraph K shall be determined using the following formula:

$$(Vl + Vs) \times 100 / Vt = Vp$$

Where:

Vl = the number of valves found leaking by the end of the monitoring period, either by Method 21 or sight, sound, and smell.

Vs = the number of valves for which repair has been delayed and are listed on the facility shutdown log.

Vt = the total number of valves in the facility subject to the monitoring requirements, as of the last day of the monitoring period, not including nonaccessible and unsafe to monitor valves.

Vp = the percentage of leaking valves for the monitoring period.

- M. Any component found to be leaking by physical inspection (i.e., sight, sound, or smell) shall be repaired or monitored with an approved gas analyzer within 15 days to determine whether the component is leaking in excess of 500 ppmv of VOC. If the component is found to be leaking in excess of 500 ppmv of VOC, it shall be subject to the repair and replacement requirements contained in this special condition.